

Amendments to RFP 2016-1
Nebraska Real Estate Commission
Error and Omissions Insurance for Nebraska Real Estate Licensees

1. On page 1, "Scope of Service", third paragraph, amend to read as follows:

Bidder should submit one (1) original and five (5) copies of the entire proposal. The proposal should also be submitted in PDF format on CD-ROM (1 copy). Proposals must be submitted by the proposal due date and time.

2. Section I, G, page 3, first two sentences, are amended to read as follows:

"Bidder should submit one (1) original (marked as such) and five (5) copies of the entire proposal. The proposal should also be submitted in PDF format on CD-ROM (1 copy). Proposals must be submitted by the proposal due date and time. In the event of a discrepancy or inconsistency between the original and any paper or digital copies, the original shall be controlling. **A separate cover sheet.....(etc.)"**

3. Section III, F, pages 9-10, strike all language beneath the acknowledgment box at the top through subsection 4. Insert:

"The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. **WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages

for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

i. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

ii. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

iii. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

4. Section IV, C., 1, page 30, first sentence, strike "2011" and insert "2017"